the plaintiff's sawmill was forced to remain idle. The only notice of this consequence was such as might be inferred from the character of the machine itself. *Held*, that the defendant is liable for the consequent loss of profits. *Story Lumber Co.* v. *So. Ry. Co.*, 65 S. E. 460 (N. C.).

A defendant is liable not only for the natural or usual consequences of a breach of contract, but also for such special damages as the parties ougnt reasonably to have contemplated. *Hadley* v. *Baxendale*, 9 Exch. 341; *Devlin* v. *The Mayor*, 63 N. Y. 8. In other words "natural consequences" for which one is liable are those which the parties with their actual knowledge ought reasonably to have apprehended. See SEDGWICK, DAMAGES, 8 ed., § 153. It is never necessary for the parties actually to foresee the consequences. See 19 HARV. L. REV. 531. Hence a defendant need be informed only of such special facts as would constitute notice to a reasonable man. Such notice may be given by an explicit statement or by some act or circumstance from which the average man would infer the existence of the special facts. *Simpson* v. *London & N. W. Ry.*, 1 Q. B. D. 274. The character of the goods alone may be enough. Thus by their very nature, theatrical properties may afford notice to a carrier that delay in transportation will prevent a theatrical performance. *Weston* v. *Ry.*, 190 Mass. 298. But as a question of fact, it is doubtful whether a carrier of machinery ought to infer that it is intended for immediate use, for as often as not, machinery is ordered to anticipate future needs. See *Thomas, etc., Mfg. Co.* v. *Ry.*, 62 Wis. 642.

DAMAGES — MEASURE OF DAMAGES — INJURY FROM FRIGHT ACCOMPANIED BY CONTACT. — A few drops of melted lead were negligently cast on the plaintiff by a slight explosion. The fright produced so affected her that she suffered three miscarriages within the next few months. *Held*, that she cannot recover for the fright or its consequences. *Hack* v. *Dady*, 118 N. Y. Supp. 906 (Sup. Ct., App. Div.).

For bodily injury caused by fright unaccompanied by physical contact, a claim for damages is not usually allowed. *Spade* v. *Lynn & Boston R. R. Co.*, 168 Mass. 285. Although such a claim is logically unimpeachable, the rule against recovery is laid down because of the supposed impracticability of otherwise overthrowing numerous trumped-up suits. *Mitchell* v. *Rochester Ry. Co.*, 151 N. Y. 107. Where the reality of the cause is proved by visible injury from actual contact, it is unfair to press this arbitrary rule at the expense of meritorious claimants. The doctrine of the principal case would exclude fright or its consequences as a basis for damages in any ordinary action for negligence, and is against the decided weight of authority. *Lofink* v. *Interborough Rapid Transit Co.*, 102 N. Y. App. Div. 275; *Homans* v. *Boston Elevated Ry. Co.*, 180 Mass. 456.

DOMICILE — INTENTION REQUISITE TO EFFECT CHANGE — FOREIGNER IN CHINESE TREATY PORT. — One born in Maine went to Shanghai as a youth and remained until his death about forty years later. *Held*, that his will should be admitted to probate in the United States consular court in Shanghai. *Mather* v. *Cunningham*, 3 Am. Journ. Int. L. 752 (Me., Sup. Ct., Apr. 15, 1909). See NOTES, p. 211.

EQUITY — JURISDICTION — PREVENTION OF MULTIPLICITY OF ACTIONS. — The plaintiff brought a bill in equity joining A and B as defendants. The bill alleged that the plaintiff owned a lot fifty feet wide, that A owned a lot on one side and B owned a lot on the other side of the plaintiff's lot, that all three claimed under a common grantor, that A and B had erected buildings on their lots, that these buildings were less than fifty feet apart, but that the plaintiff's surveyors could not agree as to which defendant was encroaching. The bill prayed for a determination of the encroachment and a decree for the removal of the encroaching building and damages. *Held*, that the bill is not demurrable. *Caleo* v. *Goldstein*, 118 N. Y. Supp. 859 (Sup. Ct., App. Div.).